

IN THE UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF WEST VIRGINIA  
WHEELING

JACKSON NATIONAL LIFE  
INSURANCE COMPANY,

Plaintiff,

v.

PATRICIA A. BAKER and  
JESSICA E. BAKER, Individually, and  
as Administratrix of the ESTATE OF  
FRANK J. BAKER, JR.,

Defendant.

NO. 5:17-CV-78 (Stamp)

**DEFENDANT PATRICIA A. BAKER'S ANSWER TO**  
**DEFENDANTS, JESSICA E. BAKER'S AND THE**  
**ESTATE OF FRANK J. BAKER, JR.'S AFFIRMATIVE**  
**CLAIM TO THE INSURANCE PROCEEDS**

The defendant, Patricia A. Baker, (hereinafter "this defendant" or "defendant Baker"), for her Answer and Response to the defendants, Jessica E. Baker's and the Estate of Frank J. Baker, Jr.'s, Affirmative Claim to the Insurance Proceeds answers, responds, and states as follows:

**ANSWER**

No discovery has been conducted by this defendant to date in the above-captioned civil action. In order to preserve important legal rights and protections, this defendant sets forth below certain responses, admissions, denials, defenses, which, based upon the information set forth in the Complaint or facts known at this time, this defendant believes do or may apply to some or all of the allegations raised in the claim. This defendant reserves the right to withdraw, modify, amend or supplement some or all of the admissions, denials, defenses or claims, set forth herein, in whole or in part, depending upon the outcome of discovery in this civil action.

As for the numbered paragraphs set forth in the defendants, Jessica E. Baker's and the Estate of Frank J. Baker, Jr.'s, Affirmative Claim to the Insurance Proceeds, defendant Baker responds and answers the allegations in the same order of arrangement as set forth in the defendants, Jessica E. Baker's and the Estate of Frank J. Baker, Jr.'s, Affirmative Claim to the Insurance Proceeds.

1. Upon information and belief, this defendant admits the allegations contained in Paragraph No. 1.

2. Upon information and belief, this defendant admits the allegations contained in Paragraph No. 2.

3. This defendant admits that Frank J. Baker, Jr. designated Patricia A. Baker as the primary beneficiary. The decedent, Frank J. Baker, Jr., did not make the designation of Patricia A. Baker as the primary beneficiary conditioned on Patricia A. Baker being his wife. The application required that the decedent "print full name and relationship to proposed insured", and decedent followed the directions and printed "Patricia A. Baker (wife)". (See Exhibit 2 attached to plaintiff's Complaint).

4. This defendant admits the allegations contained in Paragraph No. 4.

5. This defendant denies the allegations contained in Paragraph No. 5.

6. This defendant admits the allegations contained in Paragraph No. 6.

7. This defendant admits that the insurance policy was in effect at the time of Frank J. Baker, Jr.'s death, but denies the remaining allegations contained in Paragraph No. 7.

8. This defendant denies the allegations contained in Paragraph No. 8.

9. This defendant denies the allegations contained in Paragraph No. 9.

10. This defendant denies the allegations contained in Paragraph No. 10.

11. Upon information and belief, this defendant denies the allegations contained in Paragraph No. 11.

12. The written insurance policy speaks for itself. This defendant denies that the insurance proceeds vested in anyone other than Patricia A. Baker.

13. This defendant denies the allegations contained in Paragraph No. 13.

14. This defendant admits that a Property Settlement Agreement is a valid contract between the parties subject to contractual defenses. To the extent that the allegations contained in Paragraph No. 14 assert or imply that the Property Settlement Agreement effects or defeats Patricia A. Baker's entitlement to the insurance proceeds they are denied.

15. This defendant denies that the defendants, Jessica E. Baker and the Estate of Frank J. Baker, Jr., are entitled to any relief from this Court.

This defendant denies any and all allegations set forth in the defendants, Jessica E. Baker's and the Estate of Frank J. Baker, Jr.'s, Affirmative Claim to the Insurance Proceeds that are not specifically admitted herein.

This defendant denies any and all allegations set forth in the defendants, Jessica E. Baker's and the Estate of Frank J. Baker, Jr.'s, Affirmative Claim to the Insurance Proceeds which attempt to deny or defeat defendant Baker's entitlement or claim to the insurance proceeds.

### **DEFENSES**

This defendant denies that the defendants, Jessica E. Baker and the Estate of Frank J. Baker, Jr. are entitled to any other relief.

This defendant incorporates any and all of her allegations, defenses and claims as set forth in her Answer to plaintiff's complaint and in her affirmative claim previously filed with this Court.

To the extent that equitable principles may apply, defendant Jessica E. Baker has unclean hands and she is not entitled to any equitable relief and her claim is barred by such principles.

**WHEREFORE**, defendant Patricia A. Baker prays that the Court enter an Order denying Jessica E. Baker's and the Estate of Frank J. Baker, Jr.'s Affirmative Claim and directing payment of the applicable life insurance proceeds to be paid solely to Patricia A. Baker, the designated primary beneficiary and payee, and finding that no other person or entity is entitled to any portion of the insurance proceeds, together with interest and costs, attorney fees and such other and further relief as the Court deems just or proper.

Respectfully submitted,

By: /s/ Joseph J. John  
Counsel for Defendant, Patricia A. Baker

**JOSEPH J. JOHN, ESQUIRE**

W. Va. Bar ID #5208

**ANTHONY I. WERNER, ESQUIRE**

W. Va. Bar ID #5203

JOHN & WERNER LAW OFFICES, PLLC

Board of Trade Building, STE 200

80 - 12<sup>th</sup> Street

Wheeling, WV 26003

Telephone: (304) 233-4380

Fax: (304) 233-4387



**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing **DEFENDANT PATRICIA A. BAKER'S ANSWER TO THE DEFENDANTS, JESSICA E. BAKER'S AND THE ESTATE OF FRANK J. BAKER, JR.'S AFFIRMATIVE CLAIM TO THE INSURANCE PROCEEDS** was electronically filed with the Clerk of the Court using the CM/ECF system, which will send notification of such filing and was also served on counsel of record for the parties on this 17<sup>th</sup> day of July, 2017, by United States Mail, First Class, postage pre-paid, and addressed as follows:

Daniel Tomassetti, Esquire  
ECKERT SEAMANS CHERIN & MELLOTT, LLC  
U.S. Steel Tower  
600 Grant Street, 44<sup>th</sup> Floor  
Pittsburgh, PA 15219  
*(Counsel for Plaintiff Jackson National Life Ins. Co.)*

and

Christian E. Turak, Esquire  
GOLD, KHOUREY & TURAK, LC  
510 Tomlinson Avenue  
Moundsville, WV 26041  
*(Counsel for Defendant Jessica E. Baker, Individually and as Administratrix)*

/s/ Joseph J. John  
Counsel for Defendant, Patricia A. Baker

**JOSEPH J. JOHN, ESQUIRE**  
W. Va. Bar ID #5208  
**ANTHONY I. WERNER, ESQUIRE**  
W. Va. Bar ID #5203  
JOHN & WERNER LAW OFFICES, PLLC  
Board of Trade Building, STE 200  
80 - 12<sup>th</sup> Street  
Wheeling, WV 26003  
Telephone: (304) 233-4380  
Fax: (304) 233-4387